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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ZEBRA TECHNOLOGIES
CORPORATION, a Delaware
corporation,

Plaintiff,

v.

JOE DUGAN, an individual; 1141
CAPITAL GROUP, LLC, a
California limited liability company;
TEGO, Inc., a Delaware corporation;
and DOES 1-10,

Defendants.

Case No.: 5:18-cv-01508-JAK (SPx)

PROTECTIVE ORDER

Action Filed: July 18, 2018

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles. The parties further acknowledge, as set forth
11 in Section 11.3, below, that this Stipulated Protective Order does not entitle them to
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the
13 procedures that must be followed and the standards that will be applied when a
14 party seeks permission from the court to file material under seal.

15 B. GOOD CAUSE STATEMENT

16 This action is likely to involve commercial, financial, technical and/or
17 proprietary information or claimed trade secrets for which special protection from
18 public disclosure and from use for any purpose other than prosecution of this action
19 is warranted. Such confidential and proprietary materials and information consist
20 of, among other things, technical designs, product research and development,
21 confidential business or financial information, information regarding confidential
22 business practices, or other confidential research, development, or commercial
23 information (including information implicating privacy rights of third parties),
24 information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes,
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of
27 information, to facilitate the prompt resolution of disputes over confidentiality of
28 discovery materials, to adequately protect information the parties are entitled to

1 keep confidential, to ensure that the parties are permitted reasonable necessary uses
2 of such material in preparation for and in the conduct of trial, to address their
3 handling at the end of the litigation, and serve the ends of justice, a protective order
4 for such information is justified in this matter. It is the intent of the parties that
5 information will not be designated as confidential for tactical reasons and that
6 nothing be so designated without a good faith belief that it has been maintained in a
7 confidential, non-public manner, and there is good cause why it should not be part
8 of the public record of this case.

9 1. DEFINITIONS

10 1.1. Action: *Zebra Technologies Corporation v. Joe Dugan, et al.*, Case
11 No. 5:18-CV-01508-JAK- (SPx).

12 1.2. Challenging Party: a Party or Non-Party that challenges the
13 designation of information or items under this Order.

14 1.3. “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” Information
15 or Items: information (regardless of how it is generated, stored or maintained) or
16 tangible things that qualify for protection under Federal Rule of Civil Procedure
17 26(c), and as specified above in the Good Cause Statement. Case Material may be
18 designated as “CONFIDENTIAL” when the designating party in good faith
19 believes it constitutes, reflects or contains non-public financial, personal, or
20 business information. Parties may designate CONFIDENTIAL material of a highly
21 confidential and/or proprietary nature as “ATTORNEYS’ EYES ONLY” if the
22 designating party in good faith believes that disclosure would create a significant
23 risk of substantial competitive or business injury to the Producing Party.

24 1.4. Counsel: Outside Counsel of Record and House Counsel (as well as
25 their support staff).

26 1.5. Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL” OR “ATTORNEYS’ EYES ONLY.”

1 1.6. Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 1.7. Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action including their secretarial and
8 clerical employees who are actively assisting him or her.

9 1.8. House Counsel: attorneys who are employees of a party to this Action.
10 House Counsel does not include Outside Counsel of Record or any other outside
11 counsel.

12 1.9. Non-Party: any natural person, partnership, corporation, association, or
13 other legal entity not named as a Party to this action.

14 1.10. Outside Counsel of Record: attorneys who are not employees of a
15 party to this Action but are retained to represent or advise a party to this Action and
16 have appeared in this Action on behalf of that party or are a partner, associate,
17 paralegal, or clerical employee of a law firm which has appeared on behalf of that
18 party.

19 1.11. Party: any party to this Action, including all of its officers, directors,
20 employees, consultants, retained experts, and Outside Counsel of Record (and their
21 support staffs).

22 1.12. Producing Party: a Party or Non-Party that produces Disclosure or
23 Discovery Material in this Action.

24 1.13. Professional Vendors: persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)
27 and their employees and subcontractors.
28

1.14. Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

1.15. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (a) any information copied or extracted from Protected Material; (b) all copies, excerpts, summaries, or compilations of Protected Material; and (c) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

3. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (a) dismissal of all claims and defenses in this Action, with or without prejudice; and (b) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

4. DESIGNATING PROTECTED MATERIAL

4.1. Exercise of Restraint and Care in Designating Material for Protection.
Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards.

Mass, indiscriminate, or routinized designations are prohibited.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 4.2. Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section [-] below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" (hereinafter
14 "CONFIDENTIALITY legend"), to each page of the document that contains
15 protected material.

16 A Party or Non-Party that makes original documents available for inspection
17 need not designate them for protection until after the inspecting Party has indicated
18 which documents it would like copied and produced. During the inspection and
19 before the designation, all of the material made available for inspection shall be
20 deemed "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY." After the
21 inspecting Party has identified the documents it wants copied and produced, the
22 Producing Party must determine which documents, or portions thereof, qualify for
23 protection under this Order. Then, before producing the specified documents, the
24 Producing Party must affix the "CONFIDENTIAL" or "ATTORNEYS' EYES
25 ONLY" legend to each page that contains Protected Material.

26 (b) for testimony given in depositions that the Designating Party identify
27 the Disclosure or Discovery Material on the record as CONFIDENTIAL or
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1 ATTORNEYS' EYES ONLY, within 21 days after the Designating Party's receipt
2 of the transcript for the deposition testimony.

3 (c) for information produced in some form other than documentary and
4 for any other tangible items, that the Producing Party affix in a prominent place on
5 the exterior of the container or containers in which the information is stored the
6 legend "CONFIDENTIAL" OR "ATTORNEYS' EYES ONLY."

7 4.3. Inadvertent Failures to Designate. An inadvertent failure to designate
8 qualified information or items does not waive the Designating Party's right to
9 secure protection under this Order for such material. Upon timely correction of a
10 designation, the Receiving Party must make reasonable efforts to assure that after
11 the designation, the material is treated in accordance with the provisions of this
12 Order. "Timely" shall mean as follows:

13 (a) for the purposes of the preliminary injunction hearing, within two (2)
14 weeks of the disclosure of the information or of the Designating Party's receipt of
15 the transcript for deposition testimony.

16 (b) for all other purposes, within sixty (60) days of the disclosure of the
17 information or within thirty (30) days of the Designating Party's receipt of a
18 transcript for deposition testimony.

19 5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 5.1. Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court's
22 Scheduling Order.

23 5.2. Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1 *et seq.*

25 5.3. Joint Stipulation. Any challenge submitted to the Court shall be via a
26 joint stipulation pursuant to Local Rule 37-2. The burden of persuasion in any
27 challenge proceeding shall be on the Designating Party.
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1 5.4. Unless the Designating Party has waived or withdrawn the
2 confidentiality designation, or the Court has ruled on the joint stipulation, all parties
3 shall continue to afford the material in question the level of protection to which it is
4 entitled under the Producing Party's designation until the Court rules on the
5 challenge.

6 6. ACCESS TO AND USE OF PROTECTED MATERIAL

7 6.1. Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this
9 Action only for prosecuting, defending, or attempting to settle this Action. Such
10 Protected Material may be disclosed only to the categories of persons and under the
11 conditions described in this Order. When the Action has been terminated, a
12 Receiving Party must comply with the provisions of section 13 below (FINAL
13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a
15 location and in a secure manner that ensures that access is limited to the persons
16 authorized under this Order.

17 6.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated as
20 "CONFIDENTIAL" only to:

- 21 (a) the Receiving Party's Outside Counsel of Record.
22 (b) the party itself, the employees, officers, directors, or agents of a party
23 (including House Counsel) of the Receiving Party only to the extent that the party
24 believes in good faith that such employee is required to provide assistance in the
25 conduct of the litigation. Any such person shall be advised by the disclosing party
26 of the Protective Order and before being given access to any Confidential Material,
27 must sign the Undertaking attached as Exhibit A and shall be subject to the
28 provisions hereof requiring, among other things, that Confidential Material be held

1 in confidence.

2 (c) the court and its personnel.

3 (d) court reporters and videographers engaged for depositions and those
4 persons, if any, specifically engaged for the limited purpose of making photocopies
5 of documents. Prior to disclosure to any such court reporter or person engaged in
6 making photocopies of documents, such person must sign the Undertaking and
7 agree to be bound by the terms of the Protective Order.

8 (e) Experts retained by the receiving party's Outside Counsel of Record
9 to whom outside counsel believed in good faith disclosure is reasonably necessary
10 to the prosecution or defense of the Action. Prior to disclosure to any such Expert,
11 he or she must sign the Undertaking and agree to be bound by the terms of the
12 Protective Order.

13 (f) Professional Vendors. Prior to disclosure to any Professional Vendor,
14 he or she must sign the Undertaking and agree to be bound by the provisions of the
15 Protective Order.

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions or any evidentiary hearing (or preparation for
19 either), witnesses (and their counsel) to the extent Outside Counsel of Record
20 believes in good faith is reasonably necessary to the prosecution or defense of the
21 Action: provided: (i) the deposing party requests that the witness sign the
22 Undertaking attached as Exhibit A; and (ii) they will not be permitted to keep any
23 confidential information unless they sign the Undertaking attached as Exhibit A,
24 unless otherwise agrees by the Designating Party or ordered by the court. Pages of
25 transcribed deposition testimony or exhibits to depositions that reveal Protected
26 Material may be separately bound by the court reporter and may not be disclosed
27 to anyone except as permitted under this Stipulated Protective Order.
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1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions. Prior
3 to disclosure to any such individual, he or she must sign the Undertaking and agree
4 to be bound by the provisions of the Protective Order.

5 6.3. Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items.
6 Unless otherwise ordered by the court or permitted in writing by the Designating
7 Party, a Receiving Party may disclose any material designated as “ATTORNEYS’
8 EYES ONLY” under the Protective Order (“Attorneys’ Eyes Only Material”) only
9 to those identified in sections 6.2(a), 6.2(c)-6.2(d), 6.2(f)-6.2(g), and 6.2(i), except
10 as provided below.

11 6.4. A party seeking to disclose Attorneys’ Eyes Only Material to
12 those identified in section 6.2(e) must first provide written notice to the
13 designator’s counsel that (a) sets forth the full name of the expert and the city
14 and state of his or her primary residence, (b) attaches a copy of the expert’s
15 current resume, (c) identifies the expert’s current employer(s), (d) identifies
16 each person or entity from whom the expert has received compensation or
17 funding for work in his or her areas of expertise (including in connection with
18 litigation) in the past five years, and (e) identifies (by name and number of the
19 case, filing date, and location of court) any litigation where the expert has
20 offered expert testimony, including by declaration, report or testimony at
21 deposition or trial, in the past five years. If the Expert believes any of the
22 information in (c) - (e) is subject to a confidentiality obligation to a third party,
23 then the Expert should provide whatever information the Expert believes can
24 be disclosed without violating any confidentiality agreements, and the party
25 seeking to disclose the information to the Expert shall be available to meet and
26 confer with the designator regarding any such confidentiality obligations.

27 Unless the designating party, within five days of the date of the notice,
28 provides a written objection explaining detailed grounds for the objection, the party

1 sending the notice may disclose Attorneys' Eyes Only Material to the Expert. All
2 challenges to objections shall proceed under Local Rule 37-1 through Local Rule
3 37-4, with the party objecting to disclosure to the Expert bearing the burden of
4 persuasion.

5 6.5. In addition, to the extent Outside Counsel of Record believes in good
6 faith that it is necessary to disclose Attorneys' Eyes Only Material to his or her
7 client, solely for the purpose of providing advice about the potential settlement of
8 this Action after a demand or offer to settle has been made, such information may
9 be disclosed to the client. Prior to any disclosure, the client must sign the
10 Undertaking attached as Exhibit A.

11 6.6. Nothing in this Agreement shall prevent a party from seeking
12 additional protections before disclosing information that it believes should be
13 afforded additional protection.

14 6.7. Nothing in this Order shall restrict the Producing Party's use of its own
15 documents or information.

16 6.8. No party may use in a deposition or evidentiary proceeding any
17 Protected Material to which a witness does not have access under this Order unless
18 the party seeking to use such material provides notice to all other parties and
19 identifies the material by Bates number no later than five business days before the
20 deposition or evidentiary proceeding. All other parties shall be entitled to use the
21 identified documents in the deposition or evidentiary proceeding, including without
22 limitation, during witness preparation. This paragraph 6.8 applies only to
23 depositions and evidentiary proceedings set no earlier than seven days after the
24 entry of this protective order.

1 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
7 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order
9 to issue in the other litigation that some or all of the material covered by the
10 subpoena or order is subject to this Protective Order. Such notification shall include
11 a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this
16 action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a
17 determination by the court from which the subpoena or order issued, unless the
18 Party has obtained the Designating Party’s permission. The Designating Party shall
19 bear the burden and expense of seeking protection in that court of its confidential
20 material and nothing in these provisions should be construed as authorizing or
21 encouraging a Receiving Party in this Action to disobey a lawful directive from
22 another court.

23 8. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
24 PRODUCED IN THIS LITIGATION

25 (a) The terms of this Order are applicable to information produced by a
26 Non-Party in this Action and designated as “CONFIDENTIAL or “ATTORNEYS’
27 EYES ONLY.” Such information produced by Non-Parties in connection with this
28 litigation is protected by the remedies and relief provided by this Order.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-
6 Party that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by the
12 Non-Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court within
14 14 days of receiving the notice and accompanying information, the Receiving Party
15 may produce the Non-Party's confidential information responsive to the discovery
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
17 not produce any information in its possession or control that is subject to the
18 confidentiality agreement with the Non-Party before a determination by the court.
19 Absent a court order to the contrary, the Non-Party shall bear the burden and
20 expense of seeking protection in this court of its Protected Material.

21 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
25 writing the Designating Party of the disclosures, (b) use its best efforts to retrieve
26 all unauthorized copies of the Protected Material, (c) inform the person or persons
27 to whom unauthorized disclosures were made of all the terms of this Order, and (d)
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1 request such person or persons to execute the “Acknowledgment and Agreement to
2 Be Bound” that is attached hereto as Exhibit A.

3 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other
7 protection, the obligations of the Receiving Parties are those set forth in Federal
8 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
9 whatever procedure may be established in an e-discovery order that provides for
10 production without prior privilege review. Pursuant to Federal Rule of Evidence
11 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
12 of a communication or information covered by the attorney-client privilege or work
13 product protection, the parties may incorporate their agreement in the stipulated
14 protective order submitted to the court.

15 11. MISCELLANEOUS

16 11.1. Right to Further Relief. Nothing in this Order abridges the right of any
17 person to seek its modification by the Court in the future.

18 11.2. Right to Assert Other Objections. By stipulating to the entry of this
19 Protective Order no Party waives any right it otherwise would have to object to
20 disclosing or producing any information or item on any ground not addressed in
21 this Stipulated Protective Order. Similarly, no Party waives any right to object on
22 any ground to use in evidence of any of the material covered by this Protective
23 Order.

24 11.3. Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material
26 may only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party's request to file Protected Material
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1 under seal is denied by the court, then the Receiving Party may file the information
2 in the public record unless otherwise instructed by the court.

3 12. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in paragraph 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must take
6 reasonable efforts to destroy all Protected Material. As used in this subdivision, "all
7 Protected Material" includes all copies, abstracts, compilations, summaries, and any
8 other format reproducing or capturing any of the Protected Material. Upon written
9 request, the Receiving Party must certify in writing to the Producing Party (and, if
10 not the same person or entity, to the Designating Party) by the 60 day deadline that
11 (1) all the Protected Material was destroyed and (2) affirms that the Receiving Party
12 has not retained any copies, abstracts, compilations, summaries or any other format
13 reproducing or capturing any of the Protected Material. Notwithstanding this
14 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
16 deposition and trial exhibits, expert reports, attorney work product, and consultant
17 and expert work product, even if such materials contain Protected Material. Also,
18 no party shall be required to destroy Protected Material contained on archived
19 electronic systems, such as back-up media. Any such archival copies that contain
20 or constitute Protected Material remain subject to this Protective Order as set forth
21 in Section 4 (DURATION).

22 13. VIOLATION OF PROTECTIVE ORDER

23 Any violation of this order may be punished by any and all appropriate
24 measures including, without limitation, contempt proceedings and/or monetary
25 sanctions.

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ORDER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: September 7, 2018



Sheri Pym
U.S. Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of *Zebra Technologies Corporation v. Joe Dugan, et al.*, Case
No. 5:18-CV-01508-JAK (SPx). I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____